



USAID | CENTRAL ASIAN REPUBLICS

Issuance Date: **February 2, 2009**
Closing Date: **February 17, 2009**
Closing Time: **10:00 AM Almaty time**

Subject: Request for Applications (RFA) No.: HE116-09-004, Improving Access to High-Quality Education in Kyrgyzstan: Student Loan Program

Dear Prospective Applicants:

The United States Agency for International Development (USAID) in Central Asian Republics is seeking applications from all qualified organizations for a High-Quality Education program that benefits Kyrgyzstan. The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended.

This RFA is limited to local or regional (indigenous) organizations. Non-U.S. organizations are welcome to submit applications.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the grant. For non-U.S. organizations, the Standard Provisions for Non-U.S., Nongovernmental Recipients will apply. Copies of these documents can be accessed via the USAID website: <http://www.usaid.gov>.

Subject to the availability of funds, USAID intends to provide up to \$150,000 USAID funding over a one year period. USAID reserves the right to fund any or none of the applications submitted.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

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For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

If you decide to submit an application, it must be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Applications and modifications thereof shall be submitted in sealed envelopes with the name and address of the applicant and RFA # (referenced above) inscribed thereon, to:

(By All Other Means of Delivery)

USAID/CAR
Acquisition and Assistance Office
Park Palace Building
41, Kazybek bi Street
Almaty, Kazakhstan 050010
Tel 7-727-250-48-02

(Electronically)

AlmatyAASolicitations@usaid.gov

FAXED applications will not be considered.

Applicants are requested to submit both technical and cost portions of their applications in separate volumes. Submission of hard copies is a requirement (see Section IV – Application and Submission Instructions). Award, if any, will be made to the applicant(s) whose application(s) offers the best value.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

This RFA is being posted through <http://centralasia.usaid.gov/>. This RFA and any future amendments can be downloaded from this website (<http://centralasia.usaid.gov/>). It is the responsibility of the recipient of the application document to ensure that it has been received from <http://centralasia.usaid.gov/> in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (a) Section V – Application Review Information;
- (b) Section IV – Application and Submission Information;
- (c) Section I – Program Description;

Any questions concerning this RFA should be submitted in writing to Natalia Portnyagina, Acquisition and Agreement Specialist, via internet at nportnyagina@usid.gov not later than February 10, 2009. If there are problems in downloading the RFA please contact Ms Natalia Portnyagina at nportnyagina@usaid.gov. Applicants should retain for their records one copy of all enclosures which accompany their application.

Sincerely,
John Griffin
Agreement Officer

SECTION I – PROGRAM DESCRIPTION

A. Summary

The United States Agency for International Development (USAID) is seeking applications from all qualified organizations to provide technical assistance aimed at creating a viable student loan program that benefits Kyrgyzstan. Under this one year program, USAID/Central Asian Republics (USAID/CAR) seeks to support a process for identifying high-quality institutions of higher education and well-matched students/borrowers, as well as creating and implementing a mechanism for cooperation among educational institutions, the business sector, and potential employees (borrowers under the student loan program) that helps link business sector employment needs/demands with qualified/trained graduates.

An ultimate objective of the program, highly dependent on the success of the pilot activity, is to help the Government of the Kyrgyz Republic and/or private sector representatives replicate the model of education financing on a continuing basis, thus increasing the access to education for prospective students and access to qualified graduates for prospective employers.

B. Background

With a population of roughly 5 million, Kyrgyzstan has approximately 240,000 students studying at 47 institutions of higher education (32 public and 15 private institutions). However, while the quantity of students is quite high, the general quality of higher education in Kyrgyzstan (with a few exceptions) is widely agreed to be low by international standards, with higher quality education provided by private institutions. According to both Kyrgyzstan's government and its business sector, the country's education system is not producing enough graduates with the specific skills needed to support Kyrgyzstan's expanding economy, which grew last year at over 8% and is forecasted to continue growing at an annual rate in excess of 6% in coming years.

With a tight government budget and limited state scholarships (approximately 5700 annually), the vast majority of post-secondary students finance their studies through private means, with families usually paying for tuition and related living expenses. This system, of course, limits access to higher education for a large portion of the Kyrgyz population. Furthermore, the small percentage of students — only 12% — who qualify for government scholarships to public institutions are not completely free to choose either the subject or the institution where they wish to study. Consequently, the dropout rate for scholarship students is very high (approximately 20% according to the Ministry of Education). The average annual cost of tuition and fees at a private university ranges from approximately \$800 to \$2,000 per year, compared to the average annual cost of \$800 at a public university. Considering that the average per capita income is approximately \$1,300, this is a significant burden for most students and their families who do not qualify for the limited number of scholarships offered by private higher education institutions. Furthermore, the concept of employer funded tuition reimbursement programs do not exist in Kyrgyzstan as yet, further limiting alternative means of tuition financing.

The primary vocational education system comprises a network of centers that covers all regions of the country. Currently there are 111 vocational education institutions, including 64 located in rural areas. The average annual cost of tuition and fees for students who study at these institutions on a contract basis ranges from approximately \$25 to \$300 per year. Due to the high unemployment rate in the country overall, and especially in rural areas, even these costs are a significant burden for most students and their families. The system of vocational education is currently being reformed to establish a modern system of vocational education resulting in increased employment for adults, reduction of poverty and

unemployment for socially vulnerable groups of the population, and an increase in labor production and labor competitiveness.

Among the reforms was the creation of an independent State Agency on Vocational Education, which was established in February 2007. With a separate budget for operational needs, the agency works closely with other Ministries, especially with the State Agency on Migration, to improve the existing curriculum. Further, ADB provided a \$10 million grant to reform Vocational Education in the country and carry out the following activities:

- School renovation (20 schools)
- Capacity building
- Equipment supply
- Organizing mobile workshops/training centers
- Curriculum improvement

Private sector tuition financing for vocational training as well as undergraduate and post graduate university studies could help to partially address the problems of access to education that exist in Kyrgyzstan. Currently there is momentum for USAID/Kyrgyzstan Country Office to work with key stakeholders — financial institutions, universities, businesses, and higher education students — to identify creative ways to increase access to educational opportunities through the use of a Development Credit Authority (DCA) guarantee that meets the needs of the Kyrgyz market and, in so doing, helps accelerate sustainable economic development in Kyrgyzstan. In this case, a DCA will help to leverage and guarantee much-needed capital from lending institutions, which will provide loan opportunities to Kyrgyz students – opportunities that do not currently exist. Further, the Ministry of Education and other Kyrgyz governmental bodies have expressed an interest in the idea of a student loan program.

USAID Support to Higher Education

USAID began support for the development of an independent institution capable of conducting secure and transparent university entrance exams in 2002. This effort resulted in the establishment of an independent testing institution (the Center for Educational Assessment and Teaching Methods) which centralizes responsibility for the evaluation of students' aptitude to succeed in university study in a single, largely student test fee-funded organization. Results of the National Scholarship Test are used by the Ministry of Education to determine recipients of state-funded scholarships.

From 1999-2005, USAID supported activities designed to improve the quality of economics and business education as part of its economic growth activities. While improving broader educational quality was not a specific focus, the program supported the introduction of pilots in areas such as the development of a credit-hour system, which affected university programs beyond business and management. The EdNet Association, a legacy organization of USAID's EdNet project, received a 2004 TEMPUS grant to expand the pilot of the European Credit Transfer System to seven universities. Results of the pilot convinced the government to expand the pilot to additional areas of study and universities.

USAID has also supported improvements in the quality of medical education through support to the regional Council of Medical School Rectors. This has included assistance with establishing standards and provided opportunities for exchange of experience with international medical school accrediting bodies. This work is currently funded under USAID's ZdravPlus program.

Through USAID support, one of the Eurasia Foundation of Central Asia's priorities in Kyrgyzstan has been business education. A series of small grants to universities and other entities have brought experts on standards and accreditation to the region.

Other Donor Efforts

TEMPUS has been the single-largest donor involved in supporting higher education development over more than a decade and half of university Twinning Grants. A recent Tempus Project "Creating National Information Centres about the Bologna Process in the Kyrgyz Republic" is a very good example of interest in the Bologna Process in Central Asia as well as of two-way cooperation. This is a joint project of the University of Pisa (Italy), the University of Ghent (Belgium), and the Ministry of Education of the Kyrgyz Republic, as well as of 11 Kyrgyz institutions of higher education. The main aim of the project is to assist Kyrgyz higher education in obtaining detailed information on the Bologna Process in general, but it is also closely connected to the Tuning Project. Within the project, five national Tuning groups were formed (Business Management, Economics, Ecology, Mathematics, and Tourism) to exercise the Tuning methodology at Kyrgyz higher education institutions.

There have been many efforts to improve curriculum and instructional quality including the Open Society Institute's [Reading and Writing for Critical Thinking](#) Program, the [Civic Education](#) Project (OSI [Higher Education Support Program](#) continues this work), and study/research abroad opportunities in many countries, including such U.S. government programs as the [Junior Faculty Development](#) and Fulbright programs, which specifically target faculty as participants.

The Soros Foundation (Open Society Institute affiliate) is currently working with the Ministry of Education on national standards improvement for higher education. Standards have been developed and submitted to the Ministry; however, it is unknown what plans the Ministry has with regard to implementation.

On the vocational education side, Helvetas has funded a project to create and implement a new form of education enabling farmers to gain relevant and applicable experience from teaching, which is adapted to local conditions in 12 pilot partner schools. The curriculum, teaching, and learning approaches are based on the reality of Kyrgyz farming life and are developed with the participation of farmers, students, parents, teachers, and school administrators, as well as, local and national authorities. AVEP started in January 2001, with 100 students in two schools in Naryn Oblast.

C. Program Objectives and Illustrative Activities

The Program Description will contain three subcomponents, as follows:

1.1. Analysis of educational institutions and employer needs:

- Analyze existing data (studies, evaluations etc.) related to the quality of vocational and higher education institutions in Kyrgyzstan;
- Conduct a business-sector study to determine the specialties/skills that are in highest demand by employers;
- Research which educational institutions are considered to best meet the needs of the business sector in terms of graduate preparation; and

- Develop a list of potential vocational schools and universities, by region and area of specialty, as proposed pilot institutions for the Student Loan Program.

1.2. Criteria/selection methodology for students:

- Assist financial institutions in creating a sample “technical card” for a typical borrower (i.e. a set of average qualifications and characteristics of potential borrowers) under the Student Loan Program to simplify the process of pre-screening and lending decisions for partner financial institutions;
- Assist (as necessary) financial institutions in developing a sample student loan application that takes into account the unique characteristics of the borrower group as well as the financial institutions’ critical requirements;
- Assist financial institutions in establishing criteria necessary for potential borrowers (e.g., quotas, geographic spread, need-based loans only, etc.); and
- Assist financial institutions in determining needs of the potential borrower market (e.g. average loan size, repayment options, etc.)

1.3. Linkages between students and employers in Kyrgyzstan:

- Develop and facilitate specific mechanisms for the business sector to participate in the Student Loan Program (internships, part-time work, future full-time employment opportunities, career fairs, etc.);
- Facilitate specific employment opportunities for borrowers (e.g. job banks, careers fairs, etc.) and help foster overall linkages in the future, which will help decrease the risks for partner financial institutions and simplify the burden of repayments for potential borrowers; and
- Incorporate business associations, chambers of commerce, industry associations, etc. into this initiative.

The Mission expects the activity to start no later than April-May 2009, with the first loans disbursed in spring 2009 and implement the following activities (if any of these activities have been completed prior to award, then additional activities may be proposed that fit within project description):

- Thorough review of documentation related to higher and vocational education and development of workplan and data collection instruments (questionnaires, etc.);
- Submission of detailed workplan to be approved by USAID;
- Meetings with key counterparts and focus groups where necessary. The contractor should note that some preliminary scheduling with key counterparts (Kompanion, KICB, MOE, vocational schools and universities, etc.) will need to start immediately after award;
- Conduct a survey/study among business communities and employers to determine the professions in highest demand and educational institution reliability;

- Coordination with Kompanion and KICB to identify potential vocational schools and universities by region and area of specialty as pilot institutions for the Student Loan Program and legalization of these institutions;
- Work with vocational schools and universities and determine potential borrowers, informing them about the lending options. Collect and forward the necessary information about the students and their parents/guarantors to Kompanion and KICB;
- Develop selection methodology for students: create a sample “technical card” for a typical borrower (i.e. a set of average qualifications and characteristics of potential borrowers) under the Student Loan Program to simplify the process of pre-screening and lending decisions for partner financial institutions;
- Provide assistance to pilot vocational schools and universities for the Student Loan Program in establishing and strengthening student career centers and support students in finding internship/short-term employment opportunities; and

Work with the business communities and employers to identify market needs, and develop tools and mechanisms for establishing and strengthening linkages between educational institutions and employers by providing internships and short-term employment opportunities for students/borrowers.

SECTION II – AWARD INFORMATION

Subject to the availability of funds, USAID intends to provide up to \$150,000 USAID funding over the one year period, with the possibility for extension. USAID reserves the right to fund any or none of the applications submitted.

USAID expects to award one grant under this solicitation. Program performance is expected to begin o/a April 30, 2009.

SECTION III – ELIGIBILITY INFORMATION

All qualified applicants are eligible to apply. To be eligible for award, the applicant must provide all required information in its application. USAID encourages applicants from Non-US local organizations. USAID is particularly interested in applications which include coalitions or other partnership arrangements among local and/or other organizations that draw on each organization's unique skills. Assistance provided under this program is intended to develop and complement rather than to supplant local initiatives and resources.

This RFA is limited to local or regional (indigenous) organizations. U.S. organizations may not compete for award.

Definitions

Local Private Voluntary Organization (LPVO)

A non-U.S. based organization that meets the definition of an International Private Voluntary Organization, except that it operates only in the same oreign country in which it is organized. LPVOs are not required to register with USAID/Washington but USAID Missions may require some other eligibility method when making awards.

International Private Voluntary Organization

A non-U.S. based entity organized under the laws of the country in which it is domiciled that solicits and receives cash contributions from the general public; Is a charitable organization in that it is nonprofit and tax exempt under the laws of its country of domicile and operation, and is not a university, college, accredited degree-granting institution of education, private foundation, hospital, organization engaged exclusively in research or scientific activities, church, synagogue, mosque or other similar entity organized primarily for religious purposes; and Conducts, or anticipates conducting, overseas program activities that are consistent with the general purposes of the Foreign Assistance Act and/or Public Law 480. (See 200.4.1)

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. Application Contact

This RFA is being posted through <http://centralasia.usaid.gov/>. This RFA and any future amendments can be downloaded from this website (<http://centralasia.usaid.gov/>). It is the responsibility of the recipient of the application document to ensure that it has been received from <http://centralasia.usaid.gov/> in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

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B. Application Format

Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application. Technical portions of applications should be submitted in an original and 2 copies and cost portions of applications in an original and one copy. Submission of hard copies is a requirement. The application should be prepared according to the format set forth below. Applicants should retain for their records one copy of the application and all enclosures which accompany their application.

TECHNICAL APPLICATION FORMAT

The technical application should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The technical application will be the most important item of consideration in selection for award of the proposed cooperative agreement. Therefore, it should be specific, complete and concise and arranged in the order of the evaluation criteria contained in Section V. Technical applications should not exceed 30 pages in length, exclusive of resumes for key personnel and required past performance information. Applications shall be written in English and typed on standard A4 paper, single spaced with each page numbered consecutively. Font size in the main narrative body of the application should not be less than 10-point.

Technical proposal should clearly address evaluation criteria stated in SECTION V.

COST APPLICATION FORMAT

The budget must be submitted using Standard Form (SF) 424 series, which includes SF-424, Application for Federal Assistance; SF-424a, Budget Information, Non-Construction Programs and SF-424b, Assurances, Non-Construction Programs. These forms are attached with this RFA, see Attachment A.

The cost application is to be submitted under separate cover from the technical application. While there is no page limit for this portion, applicants are encouraged to be as concise as possible. The applicant should include a budget with an accompanying budget narrative which provides in detail the total costs for implementation of the program your organization is proposing.

A. The budget should include:

1. the breakdown of all costs associated with the program according to costs of, if applicable, headquarters and/or country offices;
2. the breakdown of all costs according to each partner organization involved in the program;
3. the costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;
4. the breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;
5. potential contributions of non-USAID, non-USG or private commercial donors to this Cooperative Agreement;
6. your procurement plan for commodities; and
7. a detailed budget narrative by line item that provides the basis for the cost calculation (unit and quantity) and rationale for inclusion of this cost in the implementation of the program.

B. Financial information:

1. copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;
2. projected budget, cash flow and organizational chart;
3. A copy of the organization's accounting manual.

C. Applicants should submit any additional evidence of responsibility deemed necessary for the Grant Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

1. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award.
2. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental.
3. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.
4. Has a satisfactory record of integrity and business ethics; and
5. Is otherwise qualified and eligible to receive a grant under applicable laws and regulations.

D. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual.

E. The required certifications, assurances and other statements must be submitted as follows:

1. A signed copy of the certification and disclosure forms, see SECTION IX;
2. All applicants must provide a Data Universal Numbering System (DUNS) Number (see Federal Register Notice Use of a Universal Identifier by Grant Applicants). If the applicant does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An applicant may obtain a DUNS number via the Internet at <http://fedgov.dnb.com/webform>.

C. Application Submission

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Late or incomplete applications will not be considered.

Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.

Each applicant shall furnish the information required by this RFA. The applicant shall sign the application and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:

- (a) Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets; and

- (b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

D. Funding Restrictions

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the grant.

SECTION V – APPLICATION REVIEW INFORMATION

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated. To facilitate the review of applications, applicants should organize the narrative sections of their applications in the same order as the selection criteria.

The technical applications will be evaluated in accordance with the Evaluation Criteria set forth below. USAID may reject all applications if they are not deemed sufficiently responsive.

Recognizing that various approaches may have merit, this RFA seeks an implementing partner that, on the basis of its experience, can propose cost-effective ways of strengthening human rights protection within Uzbekistan. The number of points assigned indicates the relative importance of each factor. The sub-factors are listed in order of importance, with the most important listed first. To make the selection process as objective as possible, each applicant must clearly demonstrate how their proposed application meet the following criteria.

I. Technical Merit (50 points)

- A. Overall Approach: Extent to which the proposed approach is well-conceived, innovative, technically sound, yet feasible to achieve all of the objectives identified in this RFA. Extent to which the application presents a clear, logical, and specific approach and methodology that provides convincing evidence of the applicant's understanding of the program objectives and how the proposed activities will contribute to meeting those objectives. Extent to which gender and gender issues are identified and addressed, including plans to ensure attention to such issues during implementation of the award (50%);
- B. Organizational Effectiveness: The proposal should demonstrate the organization's effectiveness for implementing the proposed program in terms of internal structure, technical capacity, and key personnel. This will include a review of the experience of proposed staff in managing related programs; appropriateness of the composition and organizational structure of the program team; and clarity of organizational roles within the program team.
- demonstrate substantial expertise with university and vocational education systems and familiarity with the financial and banking system in the former Soviet Union, preferably Kyrgyzstan (20%);
 - demonstrate experience in development programming addressing systems, including USAID programming and processes (20%); and
 - Experience in working with the business community/employees and as well as with educational institutions (10%).

III. Past Performance (30 points)

Applicants and any proposed partners will be evaluated on the basis of the extent to which they have demonstrated organizational knowledge, capability and successful experience in managing similar programs. The applicant shall provide a list of all contracts, grants or cooperative agreements involving similar or related programs during the three years before the application. Reference information must

include the location; award numbers if available; a brief description of work performed; and points of contact with current telephone numbers and e-mail.

IV. Cost Effectiveness / Cost Realism (20 points):

USAID is looking for innovative applications that clearly articulate how limited USAID funds can be best applied for maximum impact and results.

In addition, USAID will view favorably proposals which involve “cost-sharing” contributions. Cost sharing includes contributions, both cash and in-kind, which are necessary and reasonable to achieve program objectives and which are verifiable from the recipient's records. Cost-sharing contributions may include volunteer services provided by professional and technical personnel, and un-recovered indirect costs. Cost sharing for this project is mandatory and must be at least 5%; higher cost sharing is strongly encouraged.

“Cost- sharing” means the application presents cash from non-US Federal sources which the offeror will use in the performance of the award. “Matching-Arrangement” means the application presents cash from non-US Federal sources which will be provided at a set ratio (e.g. for every 2 dollars USAID obligates the recipient will provide 1 dollar.) “In-Kind Contribution” means the donation of tangible property (such as computers, medical and lab equipment, but excluding real) or services (such as rent, utilities, etc.) provided by the recipient to the Government.

V. Branding Strategy and Marking Plan

USAID will request the submission of a Branding Strategy and Marking Plan from the Apparently Successful Applicant following the review of the criteria outlined above. If the Apparently Successful Applicant fails to submit or negotiate an acceptable Marking Plan within the time specified by the Agreement Officer, that Applicant becomes ineligible for award.

SECTION VI – AWARD AND ADMINISTRATION INFORMATION

The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. Applicants are advised that costs incurred prior to receipt of either a fully executed Agreement (in electronic or print form) or a specific, written authorization from the Agreement Officer are not allowable and therefore are ineligible for reimbursement under the Agreement.

The Recipient shall provide the following reports to the USAID/CAR's Cognizant Technical Officer (CTO) and the Agreement Officer, as specified below, in accordance with 22 CFR 226.51 and 226.52 and the Substantial Involvement provisions.

A. Quarterly Performance Reports

Pursuant to 22 CFR 226.51 the Recipient shall submit quarterly performance reports within 30 calendar days of the end of each standard quarter (i.e. October-December, January-March, April-June, July to September) to the Cognizant Technical Officer, the Agreement Officer and, also to the financial institutions Kompanion and KICB, as specified below. The documents shall be in English and submitted electronically.

1. List of universities and vocational schools identified as pilot institutions for the DCA program (in priority order);
2. Information on student borrowers (demographics, loan criteria, etc.);
3. Briefing for the Ministry of Education and Science, the State Agency for Vocational Schools, and university and vocational school officials on preliminary findings and recommendations related to Student Loan Program;

In addition these reports must summarize the results of the Recipient's activities during the particular reporting period, compare actual to planned results, and discuss any potential constraints that might prevent the Recipient from meeting agreed upon targets and benchmarks.

B. Final Report

Pursuant to 22 CFR 226.51(b), a final performance report shall be submitted for review forty-five (45) days after the end date of the award. USAID shall review and comment within thirty (30) days of receipt. The Recipient shall have an additional fifteen (15) days to respond to USAID comments and submit the final report. The final performance report should not exceed thirty (30) pages (including an executive summary and excluding attachments) and will include:

- a. Executive Summary in English and Russian, summarizing key findings in the report and major recommendations;
- d. Brief discussion of data collection methodology (a more detailed version should be placed in attachments); and
- c. Prospect of sustainability, including identification of challenges, recommendations, and lessons learned.

- d. Provide comments and recommendations regarding unfinished work and/or future needs of the project.

C. Financial Reports

The Recipient shall submit Financial Status Reports on a quarterly basis in accordance with the payment provision of the grant.

SECTION VII – OTHER INFORMATION

A. Award Commitment

USAID reserves the right to fund any or none of the applications submitted. Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures.

While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; all preparation and submission costs are at the applicant's expense.

B. Internet Resources

Information on USAID activities can be found on USAID's website: <http://centralasia.usaid.gov/>.

SECTION VIII. STANDARD PROVISIONS

STANDARD PROVISIONS STANDARD PROVISIONS FOR NON-U.S., NONGOVERNMENTAL ORGANIZATIONS

C.1 ALLOWABLE COSTS (OCTOBER 1998)

(a) The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

(b) Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.

(c) It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

C.2 ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)

(a) The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

(b) Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit

conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.

(c) Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.

(d) USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.

(e) Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.

(f) The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

(g) This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-1 33.

C.3 PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

(a) Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:

(1) the recipient receives less than \$120,000 in U.S. Government awards per year;

(2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or

(3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

(b) Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.

(c) At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:

- (1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or
- (2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

(d) USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

C.4 REVISION OF AWARD BUDGET (OCTOBER 1998)

(a) The approved award budget is the financial expression of the recipient's program as approved during the award process.

(b) The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.

(3) Additional funding is needed.

(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.

(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

(7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.

(c) If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.

(d) USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

C.5 TERMINATION AND SUSPENSION (OCTOBER 1998)

(a) The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

(b) This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.

(c) This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.

(d) If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

(e) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

C.6 DISPUTES (OCTOBER 1998)

(a) Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.

(b) Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.

(c) In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Assistance Executive shall be final.

C.7 INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

C.8 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

- a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (2) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
 - (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

- c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

C.9 DRUG-FREE WORKPLACE (JANUARY 2004)

- a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
 - (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (2) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (3) Let each employee know that, as a condition of employment under any award, he or she
 - (i) Must abide by the terms of the statement, and
 - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Your policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either
 - (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

C.10 NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

C.11 AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

C.12 NOTICES (OCTOBER 1998)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person or mailed as follows:

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

Notices shall be effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

C.13 METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

C. 14 EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (FEBRUARY 2004)

- a. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice;
- b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

- c. If the recipient makes subawards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

C.15 IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement.

C.16 MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient’s, other donor’s, or any other third party’s identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity.

The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people’s support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government’s identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements “flow down” to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

(10) Any ‘public communications’, as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID’s Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within 14 days after the effective date of this provision. The plan will include:

- (i) a description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity;
- (ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity;
- (iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

- (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
- (iv) USAID marking requirements would impair the functionality of an item;
- (v) USAID marking requirements would incur substantial costs or be impractical;
- (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
- (vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity. The requirements of this provision do apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of

these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

C.17 VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

C.18 PAYMENT - ADVANCE (OCTOBER 1998)

- a. In accordance with the Standard Provision entitled "Payment Advances and Refund": USAID funds shall not be commingled with other recipient owned or controlled funds; the recipient shall deposit all USAID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.
- b. Advances shall be limited to the minimum amounts needed to meet current disbursement needs (generally 30 days) and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Advances made by the recipient to subrecipients or the recipient's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the recipient.

Procedures

- c. After receipt of the initial advance, the recipient shall submit a Standard Form 1034 for each upcoming month (30 day period), with the statement "Request for Advance" printed at the top of the form. The recipient may submit a set of these forms on a quarterly basis (i.e. submission of three SF 1034s one for each month in the upcoming quarter). At the end of each quarter the recipient shall submit a SF 1034 (marked "Liquidation of Advances") to liquidate the advances of the previous quarter. The recipient may submit a new set of SF 1034s ("Request for Advance")

once the "Liquidation of Advances" has been submitted. Each SF 1034 shall be identified by the appropriate award number.

C.19 PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services".

(a) General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients shall establish written procurement procedures. These procedures shall provide, at a minimum, that:

(i) Recipients avoid purchasing unnecessary items,

(ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and

(iii) Solicitations for goods and services provide for all of the following:

(A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(iv) Positive efforts shall be made by the recipients to utilize U.S. small business, minority owned firms, and women's business enterprises, whenever possible. Recipients of USAID awards shall take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient shall to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, D.C. 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

- (a) Brief general description and quantity of goods or services;
- (b) Closing date for receiving quotations, proposals, or bids; and
- (c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used, (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients shall, on request, make available for USAID, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed \$10,000.

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold shall include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

(b) The recipient shall include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient shall include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient shall observe generally accepted bonding requirements.

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government, shall contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

C.20 USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

(a) Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312. (See ADS 312)

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with this list upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,

- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) The item is of U.S. source/origin;
- (ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) The costs related to the item are incorporated in the approved budget of the award. Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

(b) Source, Origin, and Nationality: The eligibility rules for goods and services based on source, origin, and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000 and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety. A copy will be provided upon request.

(1) For DFA funded awards or when the total procurement element during the life of the award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of Order of Preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding

the procurement and shall be based on one or more of the following reasons, which will be set forth in the recipient's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000, (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, (including origin) and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

(c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941),
- (4) "Special Free World" countries (USAID Geographic Code 899).

(d) If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

(e) This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

7. SUBAGREEMENTS (OCTOBER 1998)

a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to

other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.

b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and Standard Provisions will be provided.

C.21 LOCAL PROCUREMENT (OCTOBER 1998)

(a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules-on Ineligible and Restricted goods continue to apply.

(b) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in the Standard Provision "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional services contracts estimated not to exceed \$250,000.

(4) Construction services contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

(c) The coverage on ineligible and restricted goods and services in the standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

(d) This provision will be included in all subagreements where local procurement of goods or services will be financed with USAID funds.

C.22 PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred):

<http://www.dec.org/submit.cfm>

Mailing address:

Document Acquisitions

USAID Development Experience Clearinghouse (DEC)

8403 Colesville Road Suite 210

Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: docsubmit@dec.cdie.org

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

C.23 TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998)

a. Property, title to which vests in the Government under this award, whether furnished by the Government or acquired by the recipient, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such

Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.

b. Use of Government Property: Government property shall, unless otherwise provided herein or approved by the Agreement Officer, be used only for the performance of this award.

c. Control, Maintenance and Repair of Government Property:

(1) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this award. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

(2) The recipient shall submit, for review by the Agreement Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the property control and maintenance system has been reviewed by another U.S. Government department or agency pursuant to Section __.30 through __.36 of OMB Circular A-110, the recipient shall furnish the Agreement Officer proof of such review in lieu of another submission.

(3) Property Control: The property control system shall include but not be limited to the following:

- (i) Identification of each item of Government property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."
- (ii) The price of each item of property acquired or furnished under this award.
- (iii) The location of each item of property acquired or furnished under this award.
- (iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.
- (v) A record of disposition of each item acquired or furnished under the award.
- (vi) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.

(4) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:

- (i) Disclosure of need for and the performance of preventive maintenance,
- (ii) Disclosure and reporting of need for capital type rehabilitation, and
- (iii) Recording of work accomplished under the program.

(A) Preventative maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of Government property shall be submitted annually with the annual report.

d. Risk of Loss:

(1) The recipient shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):

- (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;
- (ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:
 - (A) To maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or
 - (B) To take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under (c) above;
- (iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;
- (iv) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater;
- (v) Which results from a risk which is in fact covered by insurance or for which the recipient is otherwise reimbursed, but only to the extent of such insurance or reimbursement; or
- (vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.

(2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the recipient to carry such insurance under any other provision of this award.

(3) Upon the happening of loss or destruction of or damage to the Government property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Agreement Officer a statement of:

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The recipient shall make repairs and renovations of the damaged Government property or take such other action as the Agreement Officer directs.

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate, or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse the Government, as directed by the Agreement

Officer. The recipient shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

e. Access: The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

f. Final Accounting and Disposition of Government Property: Upon completion of this award, or at such earlier dates as may be fixed by the Agreement Officer, the recipient shall submit, in a form acceptable to the Agreement Officer, inventory schedules covering all items of Government property not consumed in the performance of this award or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the Agreement Officer.

g. Communications: All communications issued pursuant to this provision shall be in writing.

C.24 PUBLIC NOTICES (JUNE 1993)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of Legislative and Public Affairs as far in advance of release as possible.

C.25 REPORTING OF FOREIGN TAXES

(a) Reporting of Foreign Taxes. The contractor must annually submit a final report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

(i) Contractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: AlmatySection506@usaid.gov. Please include the words "Section 579 Report" in the subject line. One copy of each report should be sent to the respective CTO for the award and one copy to the Contracting Officer at AlmatyAA@usaid.gov

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

C.26 USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

(END OF PROVISION)

**SECTION IX. CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF
RECIPIENT**

NOTE: When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement".

PART I - CERTIFICATIONS AND ASSURANCES

**1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS
GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS**

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance.

This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :

<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

5. CERTIFICATION OF RECIPIENT

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFA/APS No. _____

Application No. _____

Date of Application _____

Name of Recipient _____

Typed Name and Title _____

Signature _____

Date _____

PART II - KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

2. I am not and have not been an illicit trafficker in any such drug or controlled substance.

3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PART III - PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:

a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PART IV - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

3. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

(c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____

(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION(Generic)	QUANTITY	ESTIMATED UNIT COST
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(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry, which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items do not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods, which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION PROBABLE (Generic)	QUANTITY UNIT COST	ESTIMATED COMPONENTS	GOODS SOURCE	PROBABLE COMPONENTS	GOODS ORIGIN
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(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION (Generic)	QUANTITY UNIT COST	ESTIMATED SOURCE	PROBABLE ORIGIN	INTENDED USE
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(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier.

Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION RATIONALE (Generic)	QUANTITY UNIT COST	ESTIMATED (Non-US Only)	PROBABLE SUPPLIER for NON-US	NATIONALITY
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(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION(Generic)	QUANTITY	ESTIMATED UNIT COST	PROPOSED DISPOSITION
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6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide past performance information requested in the RFA.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

(a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or

(b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

HE116-09-004

ATTACHMENT 1 – SF 424a, 424b

ATTACHMENT 2 – Template Branding Strategy and Marking Plan

Branding Strategy for Grants

Please note: all text in Italics is only for guidance; please delete it from your final version! This text aims to give you some guidance about the plan; however, it does not aim to cover all possible situations relevant to your project. Please use it only as guidance rather than as a multiple-choice questionnaire.

Project Title:
Agreement Number:
Period of Activity:
Implementing organization:
Date:

1. Positioning

This chapter should describe which organization(s) will be referred to as the owner(s) of the project in all public communications (events, speeches, press releases, other materials) – the recipient, USAID, or both. The chapter should also discuss what will be the project's name for public communications purposes. Oftentimes, the name given during the design phase is very long or does not translate well into local languages, therefore, all parties tend to use a shorter version – this chapter is the place to inform USAID of the “real, everyday” name that the project will be referred to in public. This can be a meaningful local word or phrase, or a shorter version of the “official” title. When making this decision, please consider, how you will use it and how it will be perceived among target audiences: Will it make sense? Will it be meaningful and identifiable with the purpose of the program? Convenient to use in speeches, at events, and on banners? In local languages?

In all public communications the project will be referred to as USAID's XXX project.

Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a “title sponsor,” if possible and appropriate. It is acceptable to “co-brand” the title with USAID's and the Apparently Successful Applicant's identities. For example: “The USAID and [Apparently Successful Applicant] Health Center.” If it would be inappropriate or is not possible to “brand” the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors]. Note: the Agency prefers “made possible by (or with) the generous support of the American People” next to the USAID Identity in acknowledging our contribution, instead of the phrase “funded by.”

If a program logo be developed and used consistently to identify this program, please attach a copy of the proposed program logo. (Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.)

In Russian, the project will be referred to as:

(include any other relevant translations)

Guidelines: If the name of the project is long and the project intends to use a short version (it is best not to use acronyms, as they tend to be very exclusive and cryptic to many audiences), please include it, with translations into all applicable languages.

2. Program Communications and Publicity

a). The primary and secondary audiences for this project or program

Guidelines: Please include direct beneficiaries and any special target segments or influencers that the program will focus its work on. For example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.

b). Main Program Message

Guidelines: Include the intended message(s) of the project – if you had to sum up the purpose of your project in one brief statement, addressed to its key audiences – what would it be? For example: "Be tested for HIV-AIDS" or "Have your child inoculated."

c). Communications or program materials that will be used to explain or market the program to beneficiaries

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth. Explain how they will be used to promote the project, at what frequency, how they will be distributed, what they will include, etc. If you know of specific events that the project will organize for various purposes, related to public communications, discuss them, including their timing and other relevant details. This chapter should become the project's communication's plan for the duration of the project. The better it is prepared, the more useful tool it will become later.

Among other issues, please discuss, how you will prepare and use project staff to educate beneficiaries and other groups about the project – will you brief them about project's messages and main themes for speeches? Will you develop guidance and talking points, so that everyone is aware of what to say about the project? Will you make brochures and other materials available for distribution at meetings? Please consider this not only with regard to communicating to beneficiaries, but also promotion among host country citizens. For example, "all staff will receive training and regular updates on the details of the XXX project, its successes, talking points, as well as USAID and the American peoples' role in the development process. In addition to ensuring that all staff can speak about the project and explain USAID and the American peoples' role in the process, (recipient organization) will develop a comprehensive package of communication materials, such as success story and press release templates, banners, information packages, brochures, videos and project summaries among others."

d). Promotion of the project among host country citizens

USAID's target audiences in Central Asia (in addition to direct beneficiaries) for public communications are: government officials at local and central levels (beyond direct counterparts), beneficiary communities, community leaders, religious leaders, and students. Please discuss how you will focus project public communications on these groups – within the limitations and restrictions due to the operating environment in each specific country.

Guidelines: Please specifically describe the following:

- Before describing individual tools, please describe strategy, or a general approach that will be used for public communications: what's your strategy or broad plan? And once you have presented the vision, then the individual tools can be described- please see below.*
- How the project will be publicized in the host-country within the framework of the branding strategy. Explain which communications tools will be used to target which of the focus audiences and how.*
- What communications tools the project will use. Such tools may include press conferences, public events, press releases, media interviews, site visits, success stories, beneficiary testimonials,*

photos, PSAs, videos, websites, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.

- What key anticipated milestones or opportunities the project will use to generate awareness that the project (or a specific activity) is from the American people. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, showcasing before-and-after photographs, marketing agricultural products or locally-produced crafts or goods, securing endorsements from ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.
- Explain how any of the public communications materials will be disseminated.

Sample optional table for c).and d):

Communication Product	Start Date	Frequency	Audience	Dissemination
Project Launch and Close-Out Conferences	November 1, 2006 - September, 2009	Twice	NGO Community, local government, USAID target audiences in the host country	Local media
Project Fact Sheet and Brochure	December 1, 2006	Revised annually	Government, USAID, USAID target host country audiences	Given to beneficiaries, other groups at meetings and events, included in material packages for all events
Community Project Opening Ceremonies	March 1, 2007	80 project grants	Local community, local government, media, community members	n/a
CD-ROM	January 1, 2007	Revised annually	central and local government, beneficiary communities, USAID target host country audiences	Included in material packages for all events
Success Stories	December 1, 2006	Three per quarter	NGO community, USAID	Sent to local media, included in information packages for relevant trainings and other events
Press Releases	November 1, 2006	Monthly	NGO Community, Government, USAID target audiences in the host country	Sent to media
Impact Stories for USAID monthly newsletter	December 1, 2006	one story a month	NGO Community, Government, USAID, USAID target audiences in the host country	Sent to USAID
Banners, Folders,	January 1, 2007	Ordered as	USAID target	Disseminated at all

Pins, and Other Products		necessary	audiences in the host country	public events
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e). Conveying the Message “From the American People” through Public Communications

Guidelines: Please indicate how the project will incorporate the message, “This assistance is from the American people” in communications and materials directed to beneficiaries as well as to the other host country audiences, or provide an explanation if this message is not appropriate or possible.

At each public event, including (please include such as conferences, seminars, training events, and other events) USAID and the support from the American people will be verbally acknowledged in the following way: (please explain; it is best to develop a standard phrase which will be used by all project staff in all verbal and written communications – this way staff does not have to invent a new explanation each time)

The project will use the USAID identity in all public communications (events and materials likewise). Additionally, all publications will include the following note in the relevant language (specific to the country):

For Kazakhstan	The XXX project is one of the many assistance projects supported by the American people through the United States Agency for International Development (USAID). Since 1992, the American people through USAID have provided more than \$500 million in programs that support Kazakhstan’s democratic institutions, social sector, and economic growth.
For Kyrgyzstan	The XXX project is one of the many assistance projects supported by the American people through the United States Agency for International Development (USAID). Since 1992, the American people through USAID have provided more than \$360 million in programs that support Kyrgyzstan’s democratic institutions, health care, education, and economic growth.
For Tajikistan	The XXX project is one of the many assistance projects supported by the American people through the United States Agency for International Development (USAID). Since 1993, the American people through USAID have provided more than \$270 million in programs that support Tajikistan’s democratic institutions, health care, education, and economic growth.
For Turkmenistan	The XXX project is one of the many assistance projects supported by the American people through the United States Agency for International Development (USAID). Since 1993, the American people through USAID have provided more than \$70 million in programs that support Turkmenistan’s economic growth, social sector, and community initiatives.
For Uzbekistan	The XXX project is one of the many assistance projects supported by the American people through the United States Agency for International Development (USAID). Since 1992, the American people through USAID have provided more than \$1.5 billion in programs that support Central Asia’s health care sector, education, democratic institutions, and economic growth.

All public printed, video, and audio materials will also include a disclaimer (text included in the marking plan) to identify parties responsible for the contents.

f). The use of the USAID identity: the project will use guidance set in the USAID Graphic Standards Manual related to the use of the USAID identity.

3. Acknowledgement of other organizations

Will there be any direct involvement from a host-country government ministry or other organization? If yes, please indicate which one or ones. Are there any other groups whose logo or identity the recipient will use on program materials and related communications. Please specify how these organizations will be acknowledged. For example, “when describing an activity that was implemented in cooperation with the

National AIDS Center, the project will state: “the project, in cooperation with the National AIDS Center, has opened/facilitated/organized/prepared. ..”

Note: it is perfectly acceptable and often encouraged for USAID to “co-brand” programs with government ministries.

Guidelines: Please indicate why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

Other program partners (*please identify what they are/might be*) will be mentioned in written documents that are related directly to them. Partner logos will be displayed on the right hand side of all the materials related directly to them. Local partners and relevant local government agencies will be referenced as partners and given credit in communications and promotional documents as appropriate.

4. Coordination with USAID on publicity and project promotion issues

The project will submit any press releases, media events, and media interviews for comments and suggestions to USAID (to the CTO and outreach coordinator in the relevant country office) and follow other relevant guidance set in the USAID/CAR Mission Order No. 560 on Media Interactions (dated August 4, 2006).

Throughout the project implementation, (recipient organization) will provide to USAID:

- a) Updated quarterly list of public events to be organized by the project during the coming three months, including approximate date, location, and audience. The project will coordinate with USAID about inclusion of USAID promotional materials for the participants, participation of USAID/USG representatives.
- b) Two success stories a year for each country where the project is implemented with an accompanying photograph (see item c). for specifications). The success stories will be provided in a Word Document format, using a standard USAID success story template (available at www.usaid.gov/templates.html).
- c) A CD with a collection of minimum 20 photographs a year for each country where the project is implemented that are illustrative of project's achievements in jpeg format. The photographs will comply with a guidance provided in the USAID Graphic Standards Manual, and be at least 500kb in size each. Each photograph will have a brief explanation about its subject, and identify: the author and his/her organization, person(s) featured in the photograph, and the location where the photograph was taken.
- d) Clippings of press articles that mention the project.
- e) At least 2 copies of all public communications materials produced by the project. In addition, the recipient shall submit one electronic and/or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

In the event of changed circumstances for implementation of this Branding Implementation Plan, (implementing organization), through its CTO, will submit to USAID a request to modify this plan and/or other related documents, such as the Marking Plan.

Marking Plan

Please note: all text in Italics is only for guidance; please delete it from your final version! This text aims to give you some guidance about the plan; however, it does not aim to cover all possible situations relevant to your project. Please use it only as guidance rather than as a multiple-choice questionnaire.

Project Title:
Agreement Number:
Period of Activity:
Implementing organization:
Date:

(Recipient organization) intends to co-mark deliverables and public communications under this project as outlined in this Marking Plan.

1. Marking of sub-awards: To ensure that project's sub-awards comply with USAID marking requirements, (recipient organization) will include the following marking provision in its sub- grants:
 "As a condition of the recipient of the sub-award, marking with the USAID Identity of a size of prominence equivalent to or greater than the recipient's, sub-recipient's, other donor's, or third party is required. In event the recipient chooses not to require marking with its own identity or log with the sub-recipient, USAID may, at its discretion, require marking by the sub-recipient with the USAID Identity."

2. Disclaimer language for publications (please include only applicable translations of the disclaimer below). All studies, reports, publications, web sites, and all informational and promotional products will contain the following provision:

English	This study/report/Web site (specify) is made possible by the support of the American people through the United States Agency for International Development (USAID). The contents are the sole responsibility of the (name of organization) and do not necessarily reflect the views of USAID or the United States Government.
Russian	Данное исследование/отчет/веб-сайт (specify) стало возможным благодаря помощи американского народа, оказанной через Агентство США по международному развитию (USAID). (Name of organization) несет ответственность за содержание публикации, которое не обязательно отражает позицию USAID или Правительства США.
Kazakh	Бұл зерттеу/баяндама/веб сайт (біреуін көрсетіңіз) Американ халқының Америка Құрама Штаттарының даму агенттігінің (USAID) көмегі арқасында дайындалды. (Ұжымның аты) ақпараттың мазмұнына тікелей жауапты, және де ол ақпарат USAID-тың, немесе Америка Құрама Штаттары үкіметінің пікіріне сай келмеуі мүмкін.
Kyrgyz	Бул (басылма – публикация, исследование – изилдөө, проект, отчет, вебсайт, макала – статья) Америка Кошмо Штаттарынын эл аралык өнүктүрүү агентствосу (USAID) аркылуу Америка элинин жардамы менен ишке ашырылды. Басылманын мазмуну үчүн (name of organization) жооптуу жана ал USAID же Америка Кошмо Штаттарынын өкмөтүнүн көз карашын сөзсүз түрдө чагылдыруусу шарт эмес.
Tajik	Тадқиқот\ҳисобот\веб-сайти мазкур (specify) бо қўмаки мардуми Амрико эҷод шудааст, ки он аз тариқи Агентии ИМА оид ба рушди байналхалқӣ расонида мешавад. Мазмун ва мундариҷаи ин эҷод маҳсули (name of organization) буда, метавонад бо нуқтаи назари USAID ва Ҳукумати ИМА мувофиқат накунад.

Turkmen	Bu gollanma/hasabat/websaýt (saýlamaly) amerikan halkynyň goldawy arkaly ABŞ-nyň Halkara ösüş agentligiň (USAID) üsti bilen amala aşyryldy. Neşiriň mazmuny üçin (guramanyň ady) jogapkärçilik çekýär we bu neşir hökmany suratda USAID-iň ýa-da ABŞ-nyň hökümetiniň garaýyşlaryny aňladýar diýlip düşünilmeli däl.
Uzbek (Cyrillic spelling)	Мазкур тадқиқот/ҳисобот/аудио/визуал/бошқа ахборот/ахборот маҳсулоти (аниқлаштиринг) АҚШ Халқаро Тараққиёт Агентлиги (USAID) орқали кўрсатилган Америка халқининг ёрдами асосида яратилган. Маҳсулот мазмуни бўйича масъулият (грант олувчининг номини киритинг) га юклатилади ва USAID ёки АҚШ ҳукумати расмий нуқтаи назарини акс эттириши шарт эмас.
Uzbek (Latin spelling)	Mazkur tadqiqot/hisobot/audio/vizual/boshqa axborot/axborot mahsuloti (aniqlashtiring) AQSh Xalqaro Taraqqiyot Agentligi (USAID) orqali ko'rsatilgan Amerika xalqining yordami asosida yaratilgan. Mahsulot mazmuni bo'yicha mas'uliyat (grant oluvchining nomini kiriting) ga yuklatiladi va USAID yoki AQSh hukumati rasmiy nuqtai nazarini aks ettirishi shart emas.

4. Marking of project deliverables and public communications

List and description of the public communications, commodities, and program materials that will be produced as part of the contract and will visibly bear the USAID identity:

Include

- program, project, or activity sites funded by USAID, including visible infrastructure projects or activities that are physical in nature*
- technical assistance, studies, reports, papers, websites, PSAs, audio-visual productions, and other promotional, informational, media, or communications products funded by USAID*
- events under the project – training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities*
- all commodities provided through the project, including those for humanitarian assistance, and all other equipment, supplies, and materials, and their export packaging, funded by USAID.*

Table #1: Marked deliverables and public communications

Please remember to include and discuss marking for the following items in the table #1 (this is only a sample list; please do not include groups that are not relevant to your project):

- Websites*
- Brochures*
- Reports, manuals, textbooks*
- Events (conferences, trainings, study tours, etc)*
- Training materials*
- Surveys*
- Promotional materials (e.g., t-shirts, pens, caps, pins, etc)*
- PowerPoint presentations*
- Commodities: equipment, tools, furniture, instruments, etc (only those used for programmatic purposes)*
- Plaques*
- Certificates*
- Press releases*
- Factsheets*
- Invitations*
- Documentaries*

- TV and radio public service announcements
- Articles in the print media
- Activity sites and physical infrastructure objects

Rather than marking every single item, please consider if there might be some more efficient ways to mark provided assistance (e.g., instead of marking every tool, consider attaching a plaque to the room in which USAID-funded tools are used)

Please include clear explanation where the USAID identity will be placed, on which page, etc. Similarly discuss placement of the disclaimer and any other used means of marking.

Please remember that for any publications the subject of which is not the project itself, the identity does not necessarily have to be placed on the top left corner.

Please attach samples of how you are planning to mark various types of documents: i.e., include a sample factsheet or a certificate, etc – so that we can see what exactly you mean. Please only include one sample for all the types of documents that will be marked the same way – and identify which types of documents the sample will apply to.

(Recipient organization) will display the USAID logo prominently on all communication products and describe the project as USAID's in all public communications materials. All press releases, fact sheets, letters, and other written communications will carry this branding, and other documents such as reports, success stories and brochures will include the USAID identity. (Recipient organization) will display the USAID identity in the following manner:

Items included in the table below are only examples, please change as applicable.

Project deliverable	Type of marking	Start date and frequency	Marking materials used	Placement of marking
press releases (see attachment XX)	1). USAID identity 2). Text about USAID (included in the branding implementation plan)	June 2007; Monthly	Included in electronic draft	1). the identity will be located on the upper left hand side of the first page 2). included as the last paragraph
fact sheets about the project (see attachment XX)	1). USAID identity 2). Text about USAID	June 2007; Reviewed semi-annually in June	Included in electronic draft	1). the identity will be located on the upper left hand side of the first page 2). included as the first paragraph
brochures about the project (see attachment XX)	1). USAID identity 2). Text about USAID 3). disclaimer	June 2007; Updated annually in June	Included in electronic draft	1). the identity will be placed in the upper left corner of the front page 2). included as the first paragraph 3). At the bottom of the back page
reports, researches, and other multiple page documents requiring a cover	1). USAID identity 2). Disclaimer	June 2007; quarterly	Included in electronic draft	1). the identity will be centered on the cover either on the top or the bottom of the page

				depending on formatting 2). Included at the bottom of the first page
Event banners	USAID identity	June 2007; quarterly	Included in electronic draft	on the left hand side of the banner above any writing
Training events	USAID identity	June 2007; monthly	Banners (see attachment X)	By the entrance to the training room and at the front of the room
Training materials (list titles/other details if known)		2006-2007; monthly	Included in electronic draft	1). Cover page, top left corner 2). At the bottom of the front page, in italics
success stories	USAID identity	June 2007; quarterly	Included in electronic draft	As part of the standard USAID template, on the top left corner

For the specific placement of the USAID identity on any printed matter (such as publications, official and/or public project communications, banners and other signs, plaques, certificates, also promotional products developed to increase the visibility of the project among its target audiences, etc), the project will use guidance set in the USAID Graphic Standards Manual.

Table #2: Deliverables without marking

There are 8 exceptions that you could claim-see 22 CFR 226.91 and ADS320.3.3.2. Please review those exceptions and consider if any deliverables or public communications under this project should not be marked with the USAID identity. If you identify such, please include them into the table #2.

Project deliverable	Rationale (explain how the exception applies)	How will USAID assistance be acknowledged if the USAID identity is not used?	Estimated period/date of application
(name the deliverable that you propose to not be marked with the USAID identity)	(identify, which exception is applicable and briefly explain, why this exception is requested)		

Table #3: Marking costs

Items included in the table below are only samples, please change as applicable

Marking item	Description	Quantity	Cost
Banner with the USAID	1mx2.5m	2	\$XXX

identity (see attachment XX with the design)			
Stickers with the USAID identity (see attachment XX with the design)	Plastic, 10x20 cm	1000	\$
Project brochures	Russian language	2000	\$
Plaques for assisted schools (see attachment #3)	30x60cm, white plastic, English and Russian text	50	\$
Total			\$

All program-related recipient publicity includes the USAID identity, along with the (recipient organization) logo; the latter will be placed on the opposite upper or lower side of the page from the USAID logo. (Recipient organization) will display the USAID identity prominently on all communication products and describe the project as the USAID and (recipient organization) XXX project.

Any activity conducted jointly by project and other donor or local organizations or any ministry will be promoted and presented with prominent positioning of the USAID Identity and the primary message "From the American People".

5. Modifications

In the event of changed circumstances for implementation of this Marking Plan, (recipient organization), through its CTO, will submit to USAID a request to modify this plan and/or other related documents, such as the Branding Strategy.

Attachment 3: Sample project plaque



Attachment #4: Sample project poster



HE116-09-004

ATTACHMENT 3 Concept of Education Development in Kyrgyz Republic up until 2010 (2006)

HE116-09-004

ATTACHMENT 4 General Education Law (2003)

HE116-09-004

ATTACHMENT 5 Law on Higher & Professional Education (final draft)

HE116-09-004

ATTACHMENT 6 Law on Vocational Education (draft)

HE116-09-004

ATTACHMENT 7 DCA Year in Review 2007 (or most recent year available)